

**AMENDMENT NO. 1 TO  
PETERSEN RANCH MITIGATION BANK  
#1798-2013-04-R5**

THIS AMENDMENT NO. 1 ("Amendment") to the Petersen Ranch Mitigation Bank ("Amendment") Enabling Instrument, TRACKING # 1798-2013-04-R5, and accompanying exhibits ("BEI") is made and entered into as of 4 May 2016 ("Effective Date"), by and among the Los Angeles District of the U.S. Army Corps of Engineers ("USACE"), Region IX of the U.S. Environmental Protection Agency ("USEPA"), California Regional Water Quality Control Board, Region 6v ("Lahontan Regional Water Board"), and the California Department of Fish and Wildlife, South Coast Region ("CDFW") (collectively, the "Interagency Review Team," or "IRT"), and Land Veritas Corp, a California corporation- ("Bank Sponsor"), LV-BP Investors Ranch, LLC, a Delaware limited liability company ("Petersen Ranch Property Owner"), and LV Lake Elizabeth, LLC, a California limited liability company ("Elizabeth Lake Property Owner"), and the Los Angeles District of the U.S. Army Corps of Engineers ("USACE"), Region IX of the U.S. Environmental Protection Agency ("USEPA"), California Regional Water Quality Control Board, Region 6v ("Lahontan Regional Water Board"), and the California Department of Fish and Wildlife ("CDFW"), South Coast Region. These agencies comprise and are referred to jointly as the Interagency Review Team ("IRT"). The Bank Sponsor, Petersen Ranch Property Owner, Elizabeth Lake Property Owner, and the IRT are referred to hereinafter referred to jointly as the "Parties," (each as a "Party" and, together, the "Parties"), with reference to the following facts:

**BACKGROUND**

A. Elizabeth Lake Property Owner is the sole owner in fee simple of certain real property (the "Elizabeth Lake Property") located in Los Angeles County, California. The Elizabeth Lake Property is legally described in the BEI.

AB. On May 11, 2016, The Parties have entered into the Petersen Ranch Mitigation Bank Enabling Instrument (the "Agreement") tracking number #1798-2013-04-R5 was made and entered into as of BEI for the establishment of the Petersen Ranch Mitigation Bank ("Bank") on a 314-acre portion of the Elizabeth Lake Property and a 3,789-acre portion of the neighboring Petersen Ranch Property (collectively, the "Bank Property") 4 May 2016, (the "Agreement"). Under the BEI, the Bank Property is demarcated into six geographic areas (Areas A-F) to be incorporated into the Bank in phases, initially-capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning set forth in the Agreement.

C. San Fernando Valley spineflower (*Chorizanthe parryi* var. *Fernandina*, "Spineflower") is listed as an endangered species under the California Endangered Species Act, (Cal. Code Regs., Tit. 14, § 670.2(a)(26)(B).)

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D. On September 16, 2016, the United States Fish and Wildlife Service ("USFWS") proposed to list Spineflower as a threatened species under the federal Endangered Species Act. (81 Fed. Reg. 63,454.) USFWS withdrew the proposed listing after entering into a Candidate Conservation Agreement ("CCA") that establishes conservation measures designed to improve the status of the species. (83 Fed. Reg. 11,453 (Mar. 16, 2018).) Among other things, the CCA proposes habitat enhancement and Spineflower introduction at sites within the species' historic range.

E. Bank Area F, located on the Elizabeth Lake Property, contains habitat potentially suitable for the Spineflower. The CCA identifies seven (7) acres on Bank Area F, for Spineflower habitat enhancement and introduction (the "Introduction Area").

B. LV Lake Elizabeth, LLC, a California limited liability company, Land Veritas Corp., a California corporation is a sole owner in fee simple of that certain real property located in Los Angeles County, California. Land Veritas is the "Bank Sponsor" of the Mitigation Bank defined in the Bank Enabling Instrument.

C. The Newhall Land and Farming Company, a California limited partnership, seeks to provide voluntary conservation measures for the benefit of the San Fernando Valley spineflower (*Chorizanthe parryi* var. *fernandina* ~~Fernandina~~ "spineflower").

DE. The purpose of this Amendment No. 1 is to amend the Agreement to allow The Newhall Land and Farming Company to implement the for San Fernando Valley spineflower Introduction Plan (Introduction Plan) dated August 2017. The Parties desire to amend the BEI to allow Spineflower habitat enhancement and introduction in the Introduction Area. The Amendment removes the Introduction Area from the creditable portion of the Bank, reducing the total number of Credits available at the Bank. Among other things, The Introduction Plan describes the seeding trials and subsequent implementation of the introduction, perpetually monitoring, maintenance, and protection of the San Fernando Valley spineflower (*Chorizanthe parryi* var. *fernandina*) within a portion of the Lake Elizabeth Property. The Introduction Area will be within Area F of the Elizabeth Lake Bank Property. The Introduction Plan will be implemented by The Newhall Land and Farming Company, LLC, which has entered into an agreement with Land Veritas Corp. "Bank Sponsor". The Amendment also facilitates Spineflower introduction by permitting pedestrian access across the Elizabeth Lake Property to access the introduction Area for management purposes, and allowing fencing to be placed in and around the Introduction Area to protect the Spineflower. The Introduction Plan requires pedestrian access through Bank Property to the Introduction Area. Furthermore, the Amendment extends the rights to The Newhall Land and Farming Company to maintain or replace infrastructure such as as fencing surrounding the Introduction Area for the protection of the San Fernando Valley spineflower. The changes to the total creditable and total acres have been modified to include the Introduction Area in the acres subject to easements and to remove the Introduction

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Commented [WD11]: Is the spineflower conservation being established on the Elizabeth Lake Property, the Petersen Ranch Property, or both?

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Commented [WD14]: Lisa and Karen--does the amendment do anything else that should be referenced here?

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Area from the creditable scores.

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NOW, THEREFORE, in consideration of the foregoing facts and the terms, covenants, and conditions set forth below, the Parties hereby agree as follows:

### AGREEMENT

1. Amendment to BEI Exhibit C-1. Exhibit C-1 to the BEI, titled "Development Plan," is hereby amended as follows:

Figures 63 to 66 are replaced in their entirety with Figures 63 to 66 in Exhibit XX attached hereto and incorporated herein by this reference.

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2. Amendment to BEI Exhibit D-5. Exhibit D-5 to the BEI, titled "Long-Term Management Plan," is replaced in its entirety with Exhibit XX attached hereto and incorporated herein by this reference.

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3. Amendment to BEI Exhibit E-4. Exhibit E-4 to the BEI, titled "Conservation Easement," is hereby amended as follows:

Exhibit E-4.6, titled "Conservation Easement Area F" and included in Exhibit E-4 to the BEI, is replaced in its entirety with Exhibit XX attached hereto and incorporated herein by this reference.

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4. Amendment to BEI Exhibit F-1. Exhibit F-1 to the BEI, titled "Credit Evaluation and Credit Table," is replaced in its entirety with Exhibit XX attached hereto and incorporated herein by this reference.

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Tracking # 1798-2013-04-R5

5. 1. Definitions. Initially-capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning set forth in the BEI.

6. Effect. Except as specifically modified by this Amendment, the BEI, including all exhibits thereto, remains unchanged and in full force and effect.

7. Authority. Each of the undersigned certifies that he or she has full authority to bind the Party that he, she, or they represents for purposes of entering into this Amendment.

8. Effective Date. This Amendment shall be deemed executed on the date of the last signature by the Parties.

9. Counterparts. This Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the Effective Date.

[SIGNATURE PAGES FOLLOW]

Three new documents are provided as attachments 1, 2 and 3 to this amendment. Attachment 1 is an Easement Agreement that is an Agreement by and between, LV Lake Elizabeth, LLC, a California limited liability company, Land Veritas Corp., a California corporation and The Newhall Land and Farming Company (A California Limited Partnership), a California limited partnership executed on September 7, 2017. Attachment 2 is the Subordination Agreement that is an Agreement between LV Lake Elizabeth, LLC, owner of the land, and The Newhall Land and Farming Company. The Agreement results in the property becoming subject to and of lower priority than a later recorded conservation easement instrument. Attachment 3 is San Fernando Valley Spiniflow Introduction Plan ("Introduction Plan") that outlines an introduction program for San Fernando Valley the spiniflow ("spiniflow": *Chorizanthe parryi* var. *fernandina*).

2. Exhibit A-2 Bank Property Map

- a. Exhibit A-2.2 Elizabeth Lake Bank Property map dated June 2015
  - i. The data layer frame display is changed to remove the 6.76 acres within Area F, and
  - ii. The Legend is modified from "Area F (154.2 acres)" to (XX acres).

3. Development Plan (dated March 5, 2016) Exhibit C-1 remains in effect for the Agreement; however, the following language is replaced, modified or added as follows:

- a. Table 2 "Potential 404 Uniform Re-establishment Credits in the Bank Properties" is modified as the following:
  - i. Freshwater Marsh Riparian Buffer Enhanced from 5.60 to XXX
  - ii. Freshwater Marsh Upland Buffer Enhanced from 30.98 to XXX
- b. Table 4, "Potential CEQA Credits in the Bank Properties the Total Area" from 364.74 to XX the "Credits/Acres" is modified as the following:
  - i. "Great Basin scrub" from "617.61" to "XXX";
  - ii. "Seeps, meadows, marshes" from "91.08" to "XXX";
  - iii. "Valley and foothill grassland" from "728.97" to "XXX".
- c. Table 6 Potential 1600 Credits/Acres in the Bank Properties "Total Credits/Acres" the "Credits/Acres" is modified as the following:
  - i. "Seasonal Wetland Enhanced" from "11.63" to "XXX"; "Total" from "329.04" to "XXX".
- d. Table 6, "Potential CESA Credits in the Bank Properties" the "Credits/Acres" is modified from "3608.33" to "XXX".
- e. Part V1, Area E — Elizabeth Lake Bank Property the following language is

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**Commented [DK17]:** I am not sure the Intro Plan this is needed; however, I added for discussion and for consideration because it is referenced many times. Including the purpose of the amendment.

**Commented [DK18]:** KD- I believe this map needs to be updated to correlate with other similar maps within the Development Plan etc.

**Commented [DK19]:** Do we need to show the pedestrian access to the Intro site?

**Commented [SG20]:** Where should the end quotes be?

**Commented [DK21R20]:** Question, should I use quotes at every table and figure or not have the quotes? I have both ways throughout the document.

**Commented [DK22]:** Table 2 in Exhibit C-1 should correlate with Table 1 in Exhibit F-1 Credit Evaluation. I do not have the new acres. Need from Land Veritas

**Commented [DK23]:** We will need the updates acreages. We need to either request information from Land Veritas or compute the calculations.

**Commented [SG24]:** Other quote marks?

- added to the document: *need Newhall – LV agreement and access to Area F detailed here. “The Easement Agreement between*
- f. Part VII. Area F - Elizabeth Lake Bank Property the following language is added to the document: *Need language for reference to (1) Land Veritas – Newhall agreement and (2) Subordination Agreement between LV Lake Elizabeth, LLC and The Newhall Land and Farming Company. Also may need to modify Table 44. Potential Credits Outside Restoration Areas.*
- g. Figure 6. Summary of Section 404 Mitigation Types in the Elizabeth Lake Bank Property dated 5/8/10 is replaced with modified Figure 6 dated XXX.
- i. The data layer frame display is changed to remove the 6.76 acres.
  - ii. The Legend is modified as:
    - Freshwater Marsh Riparian Buffer Enhanced “5.32 acres” is replaced with “4.51” acres.
    - Freshwater Marsh Upland Buffer Enhanced “29.38 acres” is replaced with “23.58” acres.
- h. Figure 8. Summary of Section 4600 Credits in the Elizabeth Lake Bank Property dated 3/10/2016 is replaced with modified Figure 8 dated XXX.
- i. The data layer frame display is changed to remove the 6.76 acres.
  - ii. The Legend is modified as Season Wetland Enhanced 2.19 acres is replaced with 4.78 acres.
- i. Figure 10. Summary of CEQA Credits in the Elizabeth Lake Bank Property dated 3/10/2016 is replaced with modified Figure 10 dated XXX.
- i. The data layer frame display is changed to remove the 6.76 acres.
  - ii. The Legend is modified:
    - Great Basin Sage Scrub (52.88 acres) to (50.12 acres);
    - Seeps, meadows, marshes (8.60 acres) to (8.03 acres);
    - ii. Valley and foothill grassland (15.87 acres) to (12.45 acres).
- j. Figure 12. Summary of Swainson’s Hawk Foraging Habitat Credits in the Elizabeth Lake Bank Property dated 3/10/2016 is replaced with Figure 12 dated XX.
- i. The data layer frame display is changed to remove the 6.76 acres.
  - ii. The Legend is modified Swainson’s Hawk foraging habitat (207.74) will be modified to (135.78).
- k. Figure 15. Overview of the Mitigation Activities Planned in the Elizabeth Lake Bank Property dated July 2015 is replaced with modified Figure 15 dated XXX.
- i. The data layer frame display is changed to remove the 6.76 acres, modified cattle exclusion fence lines, and include the Spineflower Introduction Site.
  - ii. The Legend is modified to include Spineflower Introduction Site.
- l. Figure 53 Area F. Location of the Restoration Sites in Area F dated 5/8/2010 is replaced with modified Figure 53 dated XXX.
- i. The data layer frame display is changed to remove the 6.76 acres, and modified cattle exclusion fence lines.
  - ii. The Legend is modified to include the Spineflower Introduction

**Commented [DK25]:** This may or may not be needed; Newhall needs pedestrian access through Area E to get to Area F.

**Commented [DK26]:** I suggest we add

**Commented [DK27]:** We need to consider if Table 44 needs to be modified. I believe some of these credits will be reduced - see figures and other tables.

**Commented [DK28]:** Note figure 63 and Figure 6 are the same for Freshwater Marsh Riparian Buffer Enhanced “5.32 acres.” However, Fig 63 and Fig 6 differ Freshwater Marsh Upland buffer Enhanced– says 29.38 for Fig 63 whereas Fig 6 indicates 29.66 acres

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**Commented [SG29]:** Formatting issue with I and ii here that I could not fix

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**Commented [DK30]:** We will need new figure and date from Land Veritas

Site.

m. Figure 63, Area F—404 Mitigation Types dated 3/10/2016 is replaced with modified Figure 63 map date 11/13/2017.

i. The data layer frame display is changed to remove the 6.76 acres.

ii. The Legend is modified as:

Freshwater Marsh Riparian Buffer Enhanced "5.32 acres" is replaced with "4.54" acres;

Freshwater Marsh Upland Buffer Enhanced "29.38 acres" is replaced with "23.58" acres.

m. Figure 64, Area F—1600 Mitigation Types dated 3/10/2016 is replaced with modified Figure 64 map date 11/13/2017.

i. The data layer frame display is changed to remove the portion of the Seasonal Wetland Enhanced layer to illustrate the 6.76 acres.

ii. The Legend is modified as Season Wetland Enhanced 2.18 acres is replaced with 1.78 acres.

n. Figure 65, Area F—CEQA Mitigation Types dated 3/10/2016 is replaced with modified Figure 65 map date 11/13/2017.

ii. The data layer frame display is changed to remove the 6.76 acres.

iii. The Legend is modified:

Great Basin Sage Scrub (52.88 acres) to (50.12 acres);

Seeps, meadows, marshes (8.60 acres) to (8.03 acres);

Valley and foothill grassland (15.87 acres) to (12.45 acres);

o. Figure 66, Area F—Swainson's Hawk Mitigation Types dated 3/10/2016 is replaced with modified Figure 66 map date 11/13/2017.

i. The data layer frame display is changed to remove the 6.76 acres.

ii. The Legend is modified Swainson's Hawk foraging habitat (297.74) will be modified to (135.79).

4. The Long-term Management Plan Exhibit D-5, Version 3-8-16 remains in effect for the Agreement; however, the following language is replaced, modified or added to the document titled "Long-term Management Plan version is 12-04-17":

a. "Section 2.1.6 Existing Easements and Encumbrances" the following language is added:

"Furthermore, there is an easement agreement (the "Agreement") for introduction and management of San Fernando Valley Spineflower (*Chorizanthe parryi* var. *fernandina*) located within Area F of the Elizabeth Lake Property. This easement is 6.76 acres and is legally described and depicted in Exhibit C and Exhibit D of the Agreement. The Agreement also includes pedestrian access from Elizabeth Lake Road to the Introduction Area. Pursuant of the Spineflower Easement Agreement, the Introduction Area will be managed and maintained by The Newhall Land and Farming Company ("Newhall"). In the event that the Agreement is terminated for any reason, the Introduction Area will revert to management by the Property Owner consistent with this Long-term Management Plan."

b. "Section 2.2.3 "Special Plant Species, Special Status Plant Species"

**Commented [DK31]:** Note Figure 63 and Figure 6 are the same for Freshwater Marsh Riparian Buffer Enhanced "5.32 acres.

However, Fig 63 and Fig 6 differ Freshwater Marsh Upland Buffer Enhanced- Fig. 63 says 29.38 whereas Fig 6 indicates 29.66 acres. I am not sure if the error was in the original document- or is there something I am missing in the calculations??

**Commented [DK32]:** This is confusing. Can we say replace version 3-8-16 with 12-04-17? The template says to use "remains in effect for the Agreement". So, do we need to keep remains in effect for legal reasons? Should we keep the language to modify it?

**Commented [SG33]:** To?

**Commented [DK34R33]:** This is language from Land Veritas. OGC, please review and edit as needed.

**Commented [SG35]:** Remove this?

Special Status Plant Species the following language is added:

"In addition, Newhall plans for the introduction, monitoring, and maintenance of San Fernando Valley spineflower within the Introduction Area, as per the Spineflower Introduction Plan."

- c. "Section 4.0 Management and Monitoring" the following language is added:

"Responsibility for the management and maintenance of the Introduction Area, as defined in the Agreement and the Introduction Plan, will rest with Newhall. The objective of the Introduction Area is to provide space for the introduction and protection of San Fernando Valley spineflower (*Chorizanthe parryi* var. *fernandina*), a California listed endangered species. The Agreement, as agreed upon by L.V. Lake Elizabeth LLC, Land Veritas Corp., and Newhall, allows Newhall pedestrian access to the Introduction Site, as well as the ability to conduct certain activities pursuant to this agreement, including seeding trials, introduction, maintenance, and management of Spineflower and the Introduction Area. Fencing surrounding the Introduction Area will be installed and maintained by Newhall."

Commented [DK36]: I added the Latin name here to the language from Land Veritas.

- d. Appendix A Figure 5: Development Plan for Elizabeth Lake Bank Property dated June 2015 is modified as the following:

i. The data layer frame display is changed to include the cattle exclusion fence surrounding the Introduction Area.

- e. Appendix A Figure 5: Overview of the Mitigation Activities Planned in the Elizabeth Lake Bank Property dated July 2015 is replaced with modified Figure 15 dated XXX.

i. The data layer frame display is changed to remove the 6.76 acres, modified cattle exclusion fence lines, and include the Spineflower Introduction Site.

ii. The Legend is modified to include Spineflower Introduction Site.

- f. Appendix A Figure 9 Infrastructure map of the "Elizabeth Lake Bank Property" dated 3/8/2016 is replaced with modified Figure 9 map date XXX.

Commented [DK37]: Do we need to include the pedestrian access to the Introduction Area?

i. The data layer frame display is changed to include the cattle exclusion fence surrounding the Introduction Area.

ii. The Legend is changed the Cattle Exclusion Fence is changed from "5,934 ft" to "XXX ft".

5. Appendix D-5 Long-term Management Plan: Appendix B Grazing Plan. The Benefits of Low-density Grazing on Season Wetlands Version 3-8-16 is replaced with modified version dated 12-04-17. The Grazing Plan remains in effect for the Agreement; however, the following language is replaced, modified or added to document:

- a. "Table 1: Estimate Grazing Capacity (Animal Unit Month, AUM) Pasture 8 Acres" is modified from "276" to "270" acres, and "Total Acres" is modified from "3,965" to "958.24" acres.

- b. The following language is added to "Cattle Exclusion Areas":  
 "Cattle exclusion fencing will be erected around the Spineflower Introduction Area (Figure 2), within which the State-listed endangered and Federally proposed threatened San Fernando Valley spineflower (*Chorizanthe parryi* var. *fernandina*) ("Spineflower") will be introduced following the San Fernando Valley Spineflower Introduction Plan (Exhibit E-4.6 Appendix C). An easement over the Introduction Area has been granted to The Newhall Land and Farming Company, LLP ("Newhall") to allow for the introduction of the Spineflower on the Elizabeth Lake Bank Property (Exhibit E-4.6 Appendix A). Newhall will be solely responsible for all monitoring and maintenance of the cattle exclusion fencing surrounding the Introduction Area."
- c. Figure 2. Infrastructure Map of the Elizabeth Lake Bank Property dated 3/11/2016 is modified and replaced with Figure 2 dated XXX.  
 i. The data layer frame display is changed to remove the 6.76 acres, and the cattle exclusion fence is modified to show the 6.76 acres removed.  
 ii. The Legend is changed "Cattle Exclusion Fence (5,934 ft.) to (XX ft.)."
- d. Figure 5. Range Production in a Favorable Year on the Elizabeth Lake Bank Property dated June 2015 is modified as the following:  
 i. The data layer frame display is changed to remove the 6.76 acres, and the cattle exclusion fence is modified to show the 6.76 acres removed;  
 ii. The Legend is changed from "Production (lbs./acre) 1100" to "XX"
- e. Figure 6. Range Production in an Unfavorable Year on the Elizabeth Lake Bank Property dated June 2015 is modified as the following:  
 i. The data layer is changed to remove the 6.76 acres, and the Pasture/Fenceline is modified to remove the 6.76 acres.
- d. Figure 9. Favorable Year Carrying Capacity on the Elizabeth Lake Bank Property dated June 2015 modified as the following:  
 i. The data layer frame display removes the corresponding area (6.76 acres) and the Pasture/Fenceline to remove the 6.76 acres from the carrying capacity; and text "Pasture 8: 276 acres 91 Total AUMs" modified to "XX" acres and XX Total AUMs.  
 ii. The Legend AUM per Acre is changed from "1.98945" to "XX".  
 iii. "Pasture 8: 276 acres" and "91 Total AUMs" modified to "XX" acres.
- e. Figure 10. Unfavorable Year Carrying Capacity on the Elizabeth Lake Bank Property dated June 2015 is modified as the following:  
 i. The data layer frame display is changed to remove the corresponding area, change the Pasture/Fenceline, and text "Pasture 8: 276 acres 7 Total AUMs" is changed to "XX acres YY Total AUMs".  
 ii. The Legend is changed from "High: 0.71704" to "XX"
- f. Figure 12. Minimum Residual Dry Matter (RMD) on the Elizabeth Lake

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**Commented [DK40]:** We need the modified Production amount from Land Veritas

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**Commented [SG45]:** ?

**Commented [DK46]:** Need information from Land Veritas

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**Commented [DK47]:** Need information from Land Veritas

Bank Property" dated June 2015 is modified as the following:

- i. The data layer frame displayed is changed to remove the area 6.76 acres, change the Pasture/Fenceline to show the 6.76 acres of pasture area removed;
- ii. The Legend RDM (lbs./acre) is changed to "XX" (where it needs to be changed e.g. "700" now)

**Commented [SG48]:** Quotes here and throughout this sentence

**Commented [DK49]:** I am not sure how the legend scale is affected by the removal of the acres. I need to get clarification and information from Land Veritas

6. The Credit Evaluation Exhibit F-1.1 Version 3-22-16 remains in effect for the Agreement; however, the following language is replaced, modified or added to the document titled "Exhibit F-1.1: Credit Evaluation" version is 12-04-17:

**Commented [SG50]:** quotes

a. 1.0 Introduction is replace and modified as follows:

- i. Change 4,103; change "A"n additional "320" to "319.62" acres; delete "that".
- ii. The following language is added: "and 6.76 acres have been dedicated to The Newhall Land and Farming Company LLP for the reintroduction of the San Fernando Valley spinyflower (*Chorizanthe parryi* var. *fernandina*), which is the subject of a candidate conservation agreement between The Newhall Land and Farming Company and the United States Fish and Wildlife Service."

**Commented [DK51]:** Per Nate, 4,102.72 or 4,103 acres. Therefore, because of rounding, 4,103 acres in first sentence remains as it. Question is do we need a statement to avoid confusion? Or, do we leave 4,103 as in original and not make any statement indicating a change?

**Commented [SG52]:** ?

**Commented [SG53]:** quotes

The following is modified from "405.56" to "412.24" acres;

The following is modified from "3,697.24" to "3,690.48" acres;

The following is modified from "3,697.24" to "690.48" acres.

b. 2.0 Credit Methodology is replaced and modified as follows:

i. Section 2.1 404 Credit Determination:

(1) "Table 1: 404 Uniform Re-Establishment Credits Area F" is replaced as follows:

- (a) "Ephemeral Stream Area F" modified from "2.02" to "2.00";
- (b) "Freshwater Marsh Area F" modified from "8.95" to "8.14";
- (c) "Total Area F" modified from "18.06" to "17.23".

c. Section 2.2 CDFW (1600) Credits Determination:

i. "Table 3: 1600 Credits" is replaced as follows:

- (1) "Seasonal Wetland Enhanced Area F" modified from "2.19" to "1.78";
- (2) "Total Area F" modified from "56.46" to "56.05".

d. Section 2.4 CDFW (CEQA) Credits:

i. "Table 6: CEQA Credits Area F" is replaced as following:

- (1) "Great Basin Scrub Area F" from "52.85" to "50.12";
- (2) "Seeps, meadows, marshes Area F" from "8.6" to "8.03";
- (3) "Valley and foothill grassland Area F" from "15.87" to "12.45";
- (4) "Total Area F" from "151.76" to "145.01".

e. Section 2.5 CDFW (CESA) Credit Types:

- ii. "Table 7: Swainson's Hawk Foraging Habitat Area F" is modified from "142.54" to "135.78".

7. Exhibit F-1.2 Credit Evaluation Crosswalk Exhibit F-1.2 Version 4/07/2016

remains in effect for the Agreement; however, the following language is replaced, modified or added:

**Commented [DK54]:** Ask Nate for assistance on edits needed on the chart to remove areas within Area F. Need new date.

8. Exhibit F-1.3: Credit Figures:

- a. F-1.3.1 Summary of Section 404 Credits in the Elizabeth Lake Bank Property dated 3/10/2016 is replaced with modified F-1.3.1 dated XXX modified as the following:
  - i. The data layer frame display is changed to: ~~XXX~~;
  - ii. The Legend is changed from Freshwater Marsh Riparian Buffer enhanced "5.23 acres" to "4.51" acres.
- b. F-1.3.3 Summary of Section 1600 Credits in the Elizabeth Lake Bank Property dated 3/10/2016 is replaced with modified F-1.3.3 dated XXX modified as the following:
  - i. The data layer frame display is changed to remove the portion of the Seasonal Wetland Enhanced layer to illustrate the 6.76 acres;
  - ii. The Legend is modified as Seasonal Wetland Enhanced "2.16" acres is replaced with "1.78 acres".
- c. F-1.3.5 Summary of CEQA Credits in the Elizabeth Lake Bank Property dated 3/10/2016 is replaced with modified F-1.3.6 dated XXX modified as the following:
  - i. The data layer frame display is changed to remove the 6.76 acres;
  - ii. The Legend is modified as:
    - Great Basin Sage Scrub (52.88 acres) to (50.12 acres);
    - Seeps, meadows, marshes (8.60 acres) to (8.03 acres);
    - Valley and foothill grassland (15.87 acres) to (12.45 acres).
- d. F-1.3.7 Summary of Swainson's Hawk Foraging Habitat Credits in the Elizabeth Lake Bank Property 3/10/2016 is replaced with modified F-1.3.7 dated XXX modified as the following:
  - i. The data layer frame display is changed to remove the 6.76 acres;
  - ii. The Legend is modified the Swainson's Hawk foraging habitat (297.74) will be changed to (135.78).

9. Exhibit E-4.6 Conservation Easement remains in effect for the Agreement; however, the following language is replaced, modified or added to the "Conservation Easement Deed - Petersen Ranch Mitigation Bank Area F":

- a. New recital H has been added: ~~||~~LV Lake Elizabeth, LLC, has granted to Newhall Land and Farming Company ("Newhall") a 6.76 acre easement ("Easement") to enable Newhall to perform seeding trials, introduction, monitoring, and perpetual maintenance of San Fernando Valley Spineflower (*Chorizanthe parryi* var. *fernandina*) ("Spineflower"), as described in the Spineflower Easement Agreement ("Agreement") dated September 7, 2017 (Exhibit "D"). This easement includes perpetual pedestrian access from Lake Elizabeth Road to the Introduction Area. This easement has been subordinated to the Conservation Easement as described in the Subordination Agreement dated \_\_\_\_\_, (Exhibit

**Commented [SG55]:** quotes

**Commented [DK56]:** The access is through Area E- does this need to be stated within the signed Area E Conservation Easement. I suggest a map with the walking easement shown

~~"E")."~~

b. ~~New recital || has been added: "Pursuant to that certain San Fernando Valley Spineflower Introduction Plan ("Introduction Plan") dated as of August 2017 prepared by Dudek, which has been provided to Grantor and is incorporated by reference herein (Exhibit "E"), Newhall plans to carry out a conservation program pursuant to which Newhall shall, among other things, perform seeding trials and subsequently introduce, monitor, and perpetually manage Spineflower within a portion of the Property depicted on Exhibit C".~~

Commented [SG57]: Delete?

Commented [DK58R57]: Yes deleted

c. ~~The following language is added to "Covenants, Terms, Conditions and Restrictions":~~

i. ~~"Section 1. Purposes" the following is added: "This Conservation Easement will also allow for the maintenance and management of the Introduction Area by Newhall in accordance with the Introduction Plan, and as agreed upon in the Agreement."~~

ii. ~~"Section 2. Grantee's Rights" the following is added: (b) "the Introduction Plan".~~

iii. ~~"Section 3. Prohibited Uses (a), (c), (d), (g) (k), (l), (m) the following is added: "Introduction Plan":~~

~~(1) "(g) Cause or consent to the release, or any action that threatens to cause the release, of any Hazardous Materials in, on, under, from, or in the immediate vicinity of the Introduction Area or cause or consent to the storage, use, disposal, deposit, treatment or abandonment of any underground storage tanks in, on, under, from or in the immediate vicinity of the Introduction Area";~~

~~(2) "(r) Any activities within the Introduction Area that interfere with the persistence of the established Spineflower populations or with the ecological and biological values of the Introduction Area as Spineflower habitat."~~

iv. ~~"Section 5. Grantor's Duties" the following is added: "The Introduction Area shall be perpetually maintained, managed, and preserved in a natural condition and in conformance with the Introduction Plan. Implementation of the Introduction Plan will be the responsibility of Newhall, and not the Grantor. Grantor shall permit Newhall pedestrian access to carry out the Permitted Activities as defined in the Agreement to maintain and manage the Introduction Area. The balance of the Property, excluding the Introduction Area, shall be conserved, maintained and managed in perpetuity consistent with the IRT-approved Interim Management Plan and Long-term Management Plan. In accordance with certain sections from the Agreement, including but not limited to Section 7.c.2., Section 14, Section 15, or Section 16, if Newhall becomes unable to perform agreed upon duties, Newhall's rights, as described in the Agreement shall terminate. In such case, Grantor is released from duties previously executed by Newhall within the~~

Introduction Area, and the Grantor will be responsible for managing the Introduction Area according to the Long-term Management Plan."

- v. "Section 6 Reserved Rights" (c) the following is added: "and/or Newhall" and "and Introduction Plan";

10. The following language is added to "Section 6. Reserved Rights" (c): "and/or Newhall" and "and Introduction Plan".

The following language is added to "Section 12. Notices":

"To Newhall: The Newhall Land and Farming Company  
25124 Springfield Court, 3<sup>rd</sup> Floor  
Valencia, California 91355  
Attn: Environmental Resources";

\* \* \*

11. Exhibits. All exhibits mentioned in this Amendment are incorporated by reference herein. Reference to "this Amendment" includes exhibits incorporated by reference.

a. To be added to Exhibit E-4:

- i. Easement Agreement dated 7 September 2017 between LV Lake Elizabeth, LLC, a California limited liability company, Land Veritas Corp. and The Newhall Land and Farming Company.
- ii. Subordination Agreement Draft between LV Lake Elizabeth, LLC and The Newhall Land and Farming Company.

12. Effect. Except as specifically modified by this Amendment, the Agreement remains unchanged and in full force and effect.

.....IN WITNESS WHEREOF, the Parties have executed and delivered this  
Amendment as of the Effective Date.

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO PETERSEN RANCH MITIGATION  
BANK #1798-2013-04-R5

Bank Sponsor

.....Land Veritas Corp., a California Corporation

.....By: .....Date: .....

.....Print Name: .....

.....Title: .....

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO PETERSEN RANCH MITIGATION  
BANK #1708-2013-04-R5

Petersen Ranch Bank Property Owner

LV-BP Investors Ranch, LLC, a Delaware Limited Liability Company

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO PETERSEN RANCH MITIGATION  
BANK #1708-2013-04-R5

Elizabeth Lake Property Owner

LV Lake Elizabeth, LLC, a California Limited Liability Company

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO PETERSEN RANCH MITIGATION  
BANK #1708-2013-04-R5

U.S. Army Corps of Engineers, Los Angeles District

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO PETERSEN RANCH MITIGATION  
BANK #1708-2013-04-R5

CDFWThe California Department of Fish and Wildlife, South Coast Region

The California Department of Fish and Wildlife South Coast Region

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Commented [DK59]:** I think DFG, USACE, and Land Veritas sign- not USFWS and RWQCB

**Commented [WD60R59]:** Per BEI Section XII.D.1, the amendment needs to be signed by all parties to the BEI. This includes bank sponsor (Land Veritas Corp. when BEI was signed), Petersen Ranch Bank Property Owner (LV-BP Investors Ranch, LLC when BEI was signed), Elizabeth Lake Property Owner (LV Lake Elizabeth, LLC when BEI was signed), USACE, CDFW, California Regional Water Quality Control Board, Lahontan Region, EPA, Region IX. For the three private parties, we need to confirm that the bank sponsor and property owners haven't changed since the BEI was signed.

**Commented [DK61]:** The template does not indicated to add the Region; however, an prior amendment had the region in the signature block- so I added it.

**Commented [WD62R61]:** Fine to add region. It's in the BEI signature block.

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO PETERSEN RANCH MITIGATION  
BANK #1708-2013-04-R5

California Regional Water Quality Control Board, Lahontan Region

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO PETERSEN RANCH MITIGATION  
BANK #1708-2013-04-R5

U.S. Environmental Protection Agency, Region IX

\_\_\_\_\_  
By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
The U.S. Army Corps of Engineers, Los Angeles District

\_\_\_\_\_  
By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

Land Veritas Corp.

\_\_\_\_\_  
By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

LV Lake Elizabeth, LLC, a California limited liability company \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

**Commented [DK63]:** Is this required? The land owner signed the BEI- so maybe here too?

**Commented [WD64R63]:** See comment above. Bank sponsor and two land owners need to sign.

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